

Terms and Conditions

August 25, 2016

1 Your Agreement

YouMeTalk.com (“YouMeTalk” or “we”) provides group video chat and other online audio, video broadcasting and communication services for individuals, businesses, and organizations (the “Services”) through our website accessible at www.youmetalk.com (the “Site”).

Please read carefully the following terms and conditions (“Terms of Service”) and our Privacy Policy.

These Terms of Use govern your rights and responsibilities in connection with the Site. The term “Site” includes the content on that Site, all of our services provided on or through the Site and any software that we make available on or through the Site. You “use” the Site anytime you access (via computer, mobile device or other technology), view, link to or from, or otherwise interact or communicate with or connect to message boards, chat rooms in all text, graphics, images, music, software, URLs, audio, video and/or other communities established on the Site.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR THE SERVICES OR BY DOWNLOADING, POSTING, BROADCASTING, OR STREAMING ANY CONTENT FROM OR ON THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE.

If you do not agree to any of the following Terms of conditions, the rules and regulations of the Site, or the YouMeTalk.com privacy notice please do not use the YouMeTalk.com Internet services.

2 Access

The Site and Services are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.

Use of YouMeTalk.com services is void where prohibited by law.

Under no circumstances is this Site to be utilized for any illegal activity. The site may not be accessed, viewed, downloaded or otherwise received in any country or location in which doing so would or could be deemed a violation of any law.

By using and/or viewing services provided by YouMeTalk.com, you represent and warrant that you are not prohibited by law from using the offered online services and that you have the right, authority and capacity to enter into this Agreement and to abide by all of its Terms of Use as posted here and as amended from time to time.

3 Account

YouMeTalk.com is a free website for 18 or older; you may view live cams and chat. But if you want to stand out more than the regular users and access some features or offered services you must register.

It is imperative that you do not let anyone else use your account (you must keep your password secret and secure) and you may never use anyone else's account, just as no one can ever use yours. When setting up your account you must provide true accurate and complete information if the information you provide is not true and correct, you face the immediate termination of your account and you may be subject to legal sanctions. In the case of termination of service, you will lose all of your credits points with no refund. You also acknowledge that you are solely responsible for the activity that occurs on your account, and you must immediately notify YouMeTalk.com if you believe there has been the slightest breach of security or unauthorized use of your account.

You will be liable for any losses incurred by YouMeTalk.com due to the unauthorized use of your account. YouMeTalk.com is not liable for your losses caused by any unauthorized use of your account and you specifically waive any such claim and agree to defend and indemnify YouMeTalk.com against any such claims made against it by third parties.

You will choose your own screen name which must be unique to you and not in violation of another's copyright or trademark. You agree that YouMeTalk.com is the owner of all screen names you enter and provide to it. To the extent you voluntarily create a user profile to participate in certain select services offered by YouMeTalk.com, your profile (and its contents) may be searchable by other users registered through YouMeTalk.com and others partnered or networked with YouMeTalk.com also by publicly available search engine.

When a user opens a dispute against YouMeTalk.com for a purchased item or credit services it may lead to account suspension or termination. In the case of termination of service, you will lose all of your credits points with no refund.

4 Services

4.1 Room Create

YouMeTalk.com allows member to create a chat room that other users of the Site will be able to join. Chat rooms allow you to video chat live with other users of the Site, and you may also correspond by writing and sending comments that are displayed to other Members in a chat room or a private message to a specific user in a chat room. By creating a chat room, you agree to act as the administrator, rating your own room as G (general), R (adult content, adult language), or X (sexually explicit, nudity, adult content, adult language) for suitable audiences and to take the responsibility to moderate it. You agree to exclude and ban any participant who you believe is in breach of these Terms of Service or who is otherwise acting inappropriately. If someone reports any content of your chat as illegal, infringing or otherwise in breach of these Terms of Service, you will be responsible for taking such content down.

4.2 Membership

Free.

**** Virtual Gifts and Points for Cash Program**

Virtual Gifts are a great way to show your feelings to your chat partners, and the gift points that your chat partners receive can be exchanged for cash. It's not just about money. It's the thought that counts.

Gifts are available at the following point values.

1000

2000

3000

VIP (ranges from 1000 to 100,000)

You understand that you may “buy”/“purchase” or receive a virtual gift. You do not in fact “own” the Virtual Items, and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Rather, YouMeTalk.com grants you a limited license to use the Service, including software programs that may manifest themselves as these items.

YouMeTalk.com account does not constitute a real world balance, but instead constitutes a measurement of the extent of your license to the Virtual Items within the Service.

To participate in the Points for Cash program you must:

1. Register and become a member.
2. Have a valid email account.
3. Have a valid PayPal account.
4. We will PayPal your cashout payments only to the email you registered with us.

To be eligible for cashout¹ you must:

1. Have a minimum of 500,000 points.
2. All points must be received/purchased from our virtual gifts selection.
3. All cash out must be authenticated, verified and approved by our accounting department.
4. The cash out value will be half or fifty percent 50% of your total points. (500,000 points - 50% = 250,000 points).
5. Maximum Cash out value is \$250 per transaction.
6. You can start a new Points for Cash program as soon as you cashed out.

¹Remember, it's not just about money. It's the thought that counts.

7. There is no limit of how many Cash out Transaction you can make.²

5 Fees, Virtual Gifts, Credits Points, and Points for Cash Promotional Programs

Membership upgrade fees, Credit points, Virtual Gifts or any other service sales and transactions are final.

YouMeTalk.com does not guarantee the availability of a refund, whether in a Points for Cash Program, Site account credits, Credit Points or money, for any reason. YouMeTalk.com may provide refunds at its own sole discretion; however, it is under no obligation to do so.

Any purchase you make at this Site must be paid for using a payment method of which you are the owner or authorized signer.

The fees for using this website are set forth and provided to you in other places throughout the Site. YouMeTalk.com may change the fees, or introduce new fees at any time.

YouMetalk.com reserves the right to change, modify, suspend, or discontinue any programs at anytime.

You are liable and responsible for all purchases made on your account with YouMeTalk.com, regardless of whether or not the purchase is made by someone else, regardless of whether or not the purchase was authorized, and regardless of the true owner of the payment method used to fund the purchase.

Any communication regarding a refund or transaction reversal must be made to YouMeTalk.com support FIRST. Inquiring about, requesting or receiving any transaction reversal, refund or charge-back from the payment processor, PayPal, credit card, bank, or any other entity other than YouMeTalk.com without first contacting YouMeTalk.com about your issue is strictly prohibited and will constitute fraud and an intentional breach of this Agreement, for which YouMeTalk.com will immediate termination of your account and pursue full legal remedies.

6 General

YouMeTalk.com may allow for the uploading, sharing and viewing of live video content, information and other material that has been posted by other users. You are allowed to view this material as subject to these Terms of Conditions.

You understand and agree that the content displayed on YouMeTalk.com is primarily posted by third parties and YouMeTalk.com does not pre-screen or preemptively monitor such content.

You understand that YouMeTalk.com is not liable or responsible for content posted by third parties.

YouMeTalk.com cannot and do not assume any liability or responsibility whatsoever for the content, decency, accuracy, copyright compliance, legality, privacy policies or practices or any other aspect of the content of links to other websites.

²Although there is no limit on the number of cashout transactions you may make, the Point for Cash Program is subject to some limitations, conditions and restrictions established by us at our sole discretion. We may alter, suspend or discontinue this service at any time.

You shall be solely responsible for your own User-Submitted Content and the consequences of posting or publishing content. However, by submitting User-Submitted Content to YouMeTalk.com, you hereby grant YouMeTalk.com a worldwide, non-exclusive, royalty-free, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User-Submitted Content in connection with the YouMeTalk.com service and YouMeTalk.com's (and its successors' and affiliates') business, including, without limitation, to promote and redistribute part or all of the YouMeTalk.com Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each viewer of the YouMeTalk.com Site a non-exclusive license to access your User-Submitted Content through the Site, and to use, display and perform such User-Submitted Content as permitted through the functionality of the Site and under these Terms of Conditions. The above licenses granted by you are perpetual and irrevocable.

You acknowledge that YouMeTalk.com is acting as a passive conduit of User-Submitted Content and that YouMeTalk.com is not undertaking any obligation or liability relating to any content or activity on the Site. As such, YouMeTalk.com acts merely as a forum for the expression of ideas, thoughts, and information. YouMeTalk.com is not responsible for any inaccurate, wrong, offensive, inappropriate, or defamatory content that is contained herein.

YouMeTalk.com and its administrators reserve the right (but not the obligation) in their sole discretion to refuse, delete, move or edit any and all Content that it deems is in violation of the law (including trademark and copyright law), or is abusive, defamatory, obscene or otherwise unacceptable, and you expressly agree that removal of any content by YouMeTalk.com is not to be construed as endorsement of any remaining content, and you expressly agree that you will never assert that YouMeTalk.com edits or amends any content for the purpose of establishing that YouMeTalk.com is a producer or author of any User-Submitted Content viewed via the YouMeTalk.com services.

You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness, or lawfulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by YouMeTalk.com or User-Submitted Content transmitted to the Site. You are responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service.

You acknowledge that you will not claim YouMeTalk.com is responsible for any liability arising out of your viewing or sharing of information posted by other users, or your use of any third-party website.

YouMeTalk.com claims immunity from liability to the fullest extent under the law and as provided under the Communications Decency Act for content posted by third parties and nothing in this Agreement is intended to waive, remove, or usurp such immunity.

7 Fraud

Any attempt at fraud will result in a permanent ban, without payment (e.g., working together with other user or 'cracker' to accept or pay with stolen credit cards).

Room creators and its Administrators, Performers and you, are required to report all such suspicious activity:

- Any attempt to modify, disassemble, decompile or reverse engineer any portion of the service.
- Any attempt to crack an Account, Account Phishing, and Account Scamming or circumvent the system for any reason will result in immediate account termination.

In the case of termination of service, you will lose all of your credits Points with no refund.

8 Retention

You will be asked to provide a valid email address for verification purposes and quality assurance when you register until your account is terminated. We do not sell email addresses to 3rd parties.

9 No Guarantee

YouMeTalk.com does not guarantee that you will be able to access or use any or all parts of this Site, and you agree that YouMeTalk.com shall have no liability to you whatsoever for any such inaccessibility.

Specifically, the availability of promotions or any archived content, chat, shows or recordings are not guaranteed in any way. Archives, along with any other feature or benefit of this Site, may become permanently inaccessible for any reason and you agree that YouMeTalk.com shall have no liability to you whatsoever for any such inaccessibility and you may not seek a refund or any other transaction reversal due to such inaccessibility.

10 Warranty Disclaimer

You agree that your use of the YouMeTalk.com Site shall be at your sole risk. To the fullest extent permitted by law, YouMeTalk.com, its parent corporation, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Site and your use thereof. YouMeTalk.com makes no warranties or representations about the accuracy or completeness of the Site's content or the content of any sites linked to this Site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Site, (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Site by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the YouMeTalk.com . YouMeTalk.com does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the YouMeTalk.com website or any hyperlinked website or featured in any banner or other advertising, and YouMeTalk.com will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

11 Limitation of Liability

By agreeing to use the Internet services offered by YouMeTalk.com, you agree that YouMeTalk.com, its parent corporation, its officers, directors, employees, and agents are immune from liability under the fullest extent of the law, and/or as provided by the Communications Decency Act, as to any content and nothing in these Terms of Use is intended to waive or diminish such immunity. You understand and expressly agree that YouMeTalk.com reserves the right to monitor some, all, or no areas of the Site for adherence to these Terms of Use or other rules that may be published from time to time and may delete any content, User-Submitted Content or profiles that in its sole judgment violates these Terms of Use. In no event shall YouMeTalk.com,

its parent company, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the service, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Site, (v) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Site by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the YouMeTalk.com Site, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. YouMeTalk.com's liability in any case shall not exceed the sum of \$500.00usd. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that YouMeTalk.com, its parent corporation, its officers, directors, employees, or agents shall not be liable for User Submitted Content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

12 Indemnity

You agree to defend, indemnify and hold harmless YouMeTalk.com, its parent corporation, officers, directors, shareholders, employees and agents, server maintenance and contributors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouMeTalk.com Site; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User-Submitted Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the YouMeTalk.com Site or services, transmitted, or otherwise made available via the YouMeTalk.com Site. YouMeTalk.com does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the YouMeTalk.com website or any hyperlinked website or featured in any banner or other advertising, and YouMeTalk.com will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

You agree to defend, indemnify and hold harmless YouMeTalk.com, its parent corporation, officers, directors, shareholders, employees and agents, server maintenance and contributors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouMeTalk.com Site; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User-Submitted Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the YouMeTalk.com Site or services.

13 Rules for chat

Do not use the chat communities to harass, threaten, harass or persecute other users.

Do not use phrases in dialect or in a foreign language so that they are incomprehensible to others.

It is forbidden to assume the identity of an employee, an agent, a manager, moderator or any other member

of the YouMeTalk.com team.

Moderators are individuals (volunteers) whose job it is to monitor the day-to-day chat. They have the power to delete posts and exclude participants who do not respect the terms of use.

You cannot use the services of YouMeTalk.com chat to send spam to other users.

YouMeTalk.com does not condone illegal activities. It is prohibited to publish post, distribute or disseminate material or information that is defamatory, illegal, materials related to pedophilia, incest, drugs, piracy, and harassment.

You cannot use the YouMeTalk.com to post links to external sites (including all the sites are external to YouMeTalk.com).

It is forbidden to publish or promote any material that could damage your computer or other user that accesses so inappropriate a software or Web sites.

Any action taken based on information or advice received online is your responsibility. We recommend that you carefully consider any information obtained through the services of communication, bearing in mind that such information may have come from people at any age and experience level. The responsibility for the decision to conduct transactions with other people rests entirely with the user, therefore we invite you to conduct due diligence before making any decision.

Each user is responsible and liable for the activities carried out during the participation in the YouMeTalk.com. So remember that you will be held accountable for everything you say or send.

YouMeTalk.com reserves the right to exclude participants in the chat that do not meet one or more rules of this Rules for chat.

YouMeTalk.com also reserves the right to amend or change the Rules for chat at any time and without notice. Users are therefore required to periodically consult this document to ensure compliance.

It is not advisable to disclose personal information in a position to allow identification (e.g., social security number, credit card number, name and address, telephone number and driver's license, password, etc.), in order to prevent them from being used by malicious for illegal or harmful purposes.

The user is responsible for protecting your computer against interference or viruses on the Internet and chat in Youmetalk.com.

In addition to this Rules for chat, you must not violate the local and national laws applicable in the country where you are.